

REQUEST FOR PROPOSAL

**NEW CONSTRUCTION OF OUTDOOR STORAGE
STRUCTURE AT THE BLW ELECTRICAL O & M
LOCATION
RFP-16-38655**



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

TABLE OF CONTENTS

**REQUEST FOR PROPOSAL NO. RFP-16-038655
FOR
CONSTRUCTION OF OUTDOOR STORAGE STRUCTURE FOR BLW
WATER/ELECTRICAL O & M LOCATION**

TITLE	PAGE
INSTRUCTIONS TO PROPOSERS	1 – 14
EXHIBIT A: DRUG FREE WORKPLACE CERTIFICATION	10
EXHIBIT B: ALTERATIONS / EXCEPTIONS	11
EXHIBIT C: WORK AUTHORIZATION	12-14
EXHIBIT D: SPECIFICATIONS AND SCOPE OF WORK	S-1
EXHIBIT E: WARANTEE STIPULTION	S-2
EXHIBIT F: SITE LOCATION	



INSTRUCTIONS TO PROPOSERS FOR INVITATION TO PROPOSAL

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposal from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

11:00 A.M., Thursday, April 14, 2016

For the following:

**NEW CONSTRUCTION OF OUTDOOR STORAGE STRUCTURE FOR BLW
WATER/ELECTRICAL O & M**

RFB-16-038655

All proposal requirements shall be in accordance with Scope of Work Page S-1 and attached hereto.

ARTICLE 2 PRE-PROPOSAL SITE VISIT

There shall be a Pre-Proposal Site visit to be held on Tuesday, March 29, 2016 at 10:00 A.M., located at the City of Marietta BLW Electrical O & M Building, Lobby Area, at 629 North Marietta Parkway, Marietta, GA 30060. The purpose of the meeting is to familiarize the proposer with the site and scope of work specified.

ARTICLE 3 OPENING LOCATION & TIME

Names of vendors submitting sealed proposals shall be read aloud before the public immediately following the proposal closing at 11:00 a.m., Thursday, April 14, 2016 at the City of Marietta/Board of Lights and Water, Purchasing Department, First Floor, 205 Lawrence Street, Marietta, GA 30060.

ARTICLE 4 DELIVERY REQUIREMENTS

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposals delivered after the specified time be considered.

ARTICLE 5 CLARIFICATION & ADDENDA

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through Ms. Shelly Drewry, (770) 794-5697, City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same, however, it shall be the responsibility of each proposer prior to submitting their proposal to contact the City of Marietta, Purchasing Department at (770) 794-5697 or sdrewry@mariettaga.gov 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY OF ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.

ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from the Purchasing Department. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE

The proposer shall provide appropriate proof of a current Business License.

ARTICLE 8 SEALED & MARKED

FOUR (4) SIGNED COPIES OF YOUR PROPOSAL, WITH ONE LABELED AS “ORIGINAL” AND THE OTHERS LABELED AS “COPY” SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

**REQUEST FOR PROPOSAL
RFB-16-038655
CONSTRUCTION OF OUTDOOR STORAGE STRUCTURE FOR BLW
WATER/ELECTRICAL O & M**

and addressed to: City of Marietta, Purchasing Department
 205 Lawrence Street
 Marietta, Georgia 30060
 Attention: Ms. Shelly Drewry

ARTICLE 9 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

ARTICLE 10 PROPOSAL EXPENSES

All expenses for making proposals to the City are to be borne by the proposer.

ARTICLE 11 IRREVOCABLE OFFER

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 60 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked “PROPOSAL MODIFICATIONS.”

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor;
- 15.3 No attempt has been made or shall be made by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

Owner shall notify the successful proposer of its acceptance of the proposal by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such proposer as stated in the proposal. Unsuccessful proposers shall be notified first-class mail.

ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES

Proposals shall be submitted on attached City forms. **PROPOSERS SHALL SUBMIT SIGNED PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, INSURANCE, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** providing there have been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

ARTICLE 19 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

ARTICLE 20 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

ARTICLE 21 INSURANCE, INDEMNIFICATION AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Worker’s Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury	\$1,000,000 per person \$1,000,000 per occurrence
Property Damage	\$1,000,000 per person \$1,000,000 annual aggregate

III. Automobile Liability Insurance including:

**\$1,000,000 combined
single limit**

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 22 BID GUARANTEE

The City of Marietta shall request the following for proposals in excess of Forty Thousand Dollars (\$40,000.00).

22.1 BID BOND

Each bid shall include a bid bond or cashier's check in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 90 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with the City of Marietta in accordance with the bid. Bid guarantee shall be returned after the City and the accepted Bidder have executed the contract agreement. Checks to be made payable to: The City of Marietta

22.2 PERFORMANCE BOND

Upon execution and delivery of the contract, the bidder shall furnish the City a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

22.3 PAYMENT BOND

Upon execution and delivery of the contract, the bidder shall furnish the City of Marietta a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the City. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

ARTICLE 23 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 24 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit A) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 25 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

EXHIBIT A

Drug Free Work Place Certification

Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B

ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

SPECIFICATIONS/ SCOPE OF WORK

New Construction of Outdoor Storage Structure

1. Provide a detailed proposal for a pre-engineered metal building. The structure will include a roof and back wall with gutter & downspouts. The front and sides will be open and forklift accessible. The building shall be erected in accordance with all municipal, county, and state guidelines and codes.
2. Proposers cost schedule should include removal and hauling of existing structure. All materials, permits, labor, shipping, construction and drawings per specification.

New Building dimensions: Width 33' Length 90' Eave Height 20' LS Roof Pitch 1:12

3. **Foundation:** Concrete Slab
4. **Product Warranty:** The manufacturer of the supplied equipment shall stipulate warrantee information as specified in Exhibit E. At minimum a 25 year warranty on paint & finish.
5. Chosen vendor will be responsible for the removal of an existing open metal structure that is **Width 27' Length 45' Height 14'**.
6. There will be a pre-proposal site visit scheduled on Tuesday, March 29, 2016 at 10:00 A.M. at City of Marietta BLW Electrical O & M Location noted below.

The decision of the award shall be based on what the City of Marietta views to be the best overall construction project. Areas of the evaluation that will be the basis of the award shall include, but not be limited to, types and quality of materials used, design renderings, functionality and total cost of project.

Site Location:

City of Marietta
Electrical O & M
Lobby Area
629 North Marietta Parkway
Marietta, GA 30060

EXHIBIT E

WARRANTEE STIPULATION

Provide standard warrantee information below as required. This exhibit shall be included with the proposal submission.

All workmanship and materials _____ Years

A. Roof _____ Years

B. Gutter/Downspouts _____ Years

C. Paint _____ Years

D. Bolts _____ Years

E. Other _____ Years